

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LA HABRA AND THE LA HABRA
GENERAL SERVICES EMPLOYEES' GROUP
FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2023



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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
LA HABRA AND THE LA HABRA GENERAL SERVICES EMPLOYEES' GROUP FOR THE
PERIOD OF **JULY 1, 2021 THROUGH JUNE 30, 2023**

Pursuant to Resolution No. 1759 of the City of La Habra (hereinafter referred to as "City") and the Meyers-Milias-Brown Act, the duly authorized representatives of La Habra General Services Employees' Group (hereinafter referred to as "Employees' Group") have met and conferred in good faith with the authorized management representatives of City: and the two groups have mutually agreed to submit and recommend to the City Council of City this "Memorandum of Understanding" (hereinafter referred to as "MOU") affecting salaries and fringe benefits as set forth herein:

SECTION I. Employees Rights:

- A. Employees of this unit shall have the right to form, join and participate in the activities of an employee organization of their own choosing for the purpose of representation on all matters of employer/employee relations including, but not limited to, wages, hours and other terms and conditions of employment. Employees of City also shall have the right to refuse to join or participate in the activities of an employees' organization and shall have the right to represent themselves individually in their employment relations with City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by City or by any employee organization because of the exercise of these rights.
- B. City agrees to withhold Employee Group dues on a biweekly basis for all those employees who have signed the appropriate payroll deduction card and submit these dues to the treasurer on a monthly basis. The City shall deduct dues for any employee in this unit who has authorized Union dues deductions and shall remit those deductions to the Association unless prohibited from doing so by operation of law; provided that any employee in the unit may terminate such Union dues deductions by notifying the Union in accordance with procedures specified in the Union's bylaws. In case of such notification, the Union shall provide the City's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after receipt of such notification.
- C. General Services Employees agree to negotiate as one unit.
- D. The City and Employees' Group have both signed off on a separate side letter agreement dealing with agency shop. The side letter agreement will be incorporated into the Memorandum of Understanding. (Attachment A)

SECTION II. Management Rights:

All rights of employer not specifically limited by the terms of this MOU are hereby reserved to City. The exclusive management rights of City, through due process, include but are not limited to the right to:

- A. The City shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of, and the manner in which, the City's activities are conducted, managed, and administered, and it is the exclusive right of the City to establish and maintain departmental rules and procedures for the administration of its departments. The City shall comply with the meet and confer requirements of the Meyers-Milias-Brown Act.
- B. The City has the exclusive right and authority to establish a workweek and to schedule work and/or overtime work as required by the City.
- C. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
- D. The appointing authority reserves the right to direct employees, including the right to hire, promote, discipline or discharge employees as set forth in the Personnel Rules. The City reserves the right to lay off personnel of the City at any time.
- E. The City shall determine assignments, and establish methods and processes by which assignments are performed.
- F. The City shall have the exclusive right to transfer employees within departments and to positions outside a department in a manner, which best meets the needs of the City in accordance with all otherwise applicable rules, such as the Personnel Rules.
- G. The City shall determine policy affecting the selection or training of new employees. The City shall determine policy affecting the on-going training and certification of employees, as applicable.
- H. The City shall have the right to establish and enforce employee performance standards.
- I. The City shall determine the safety, health, and property protection measures for the City.
- J. The City shall have the right to introduce new, improved or different methods and techniques of operation or a change in existing methods and techniques.
- K. The City shall determine the amount of supervision necessary.

- L. The City shall have the authority to effect reorganizations and reallocation of work of the City, including the determination of the size and organizational structure of departments and the determination of the job classification and ranks based upon assigned duties.
- M. The City has the right to contract for matters relating to municipal operations in accordance with government Code Sections 53060 and 3500-3510. The right of contracting or subcontracting is vested exclusively in the City. The City agrees to meet and confer with the Association pursuant to the requirements of the MMBA.

SECTION III. Salary/Bilingual Pay:

The City agrees to merit based step increases for eligible staff who receive an overall performance evaluation rating of “Competent” or better.

A. Salary

The following salary increases shall be in effect on the dates indicated:

Effective July 3, 2021, the City will provide a two percent (2%) salary adjustment to all unit employees.

Effective January 1, 2022, the City will provide a one percent (1%) salary adjustment to all unit employees

Effective July 2, 2022, the City will provide a two percent (2%) salary adjustment to all unit employees.

Effective July 2, 2022, the City will add a new top step to the salary schedule and eliminate the bottom step. (Step B becomes new Step A, etc.)

B. One-time Lump Sum Payment

Effective upon City Council approval and by June 30, 2021, the City will provide a one-time lump sum pay adjustment of \$2,500 to all full-time employees. Employees hired on or after June 18, 2021 will not be eligible for the lump sum payment.

On or before June 30, 2022, the City will provide a one-time lump sum pay adjustment of \$2,500 to all full-time employees. Employees hired on or after June 17, 2022 will not be eligible for the lump sum payment.

C. Bilingual Pay

Employees may be eligible to receive bilingual pay of \$100 per month for bilingual proficiency in Spanish or any other language approved by the Department Director and Director of Human Resources.

SECTION IV. Health, Dental, Vision, and Life Insurance:

A. City Insurance Contribution

Effective December 1, 2021, the City will increase its current insurance contribution by \$50 per month to a maximum of \$1,500 per month on a use or lose basis.

Effective December 1, 2022, the City will increase its current insurance contribution by \$50 per month to a maximum of \$1,550 per month on a use or lose basis.

B. Dental Insurance

The City will provide members access to a dental insurance plan. Employees and their qualified family members may enroll in a City sponsored dental insurance plan.

Any required premiums for dental insurance plan must be deducted from the monthly medical insurance contribution. The employee will pay premium costs in excess of the City's insurance contribution.

C. Vision Insurance

The City will provide vision insurance plan. Employees and their qualified family members may enroll in a City sponsored vision plan.

Any required premiums for vision insurance must be deducted from the monthly medical insurance contribution. The employee will pay premium costs in excess of the City's insurance contribution.

D. Life Insurance

The City requires all members to carry a minimum of \$2,000 life insurance. Any required premiums for life insurance must be deducted from the monthly medical insurance contribution. The employee will pay premium costs in excess of the City's insurance contribution.

E. Opt-Out Provision

Employees who provide the City with satisfactory proof of alternate group health coverage comparable to the City's offered health insurance plans can decline, in writing each open enrollment period, coverage on the City's medical insurance plans. The alternative health coverage must meet all requirements of the Affordable Care Act (ACA) and related regulations for an eligible Opt-Out Arrangement.

Effective December 1, 2021, the City will increase the opt-out contribution by \$10 for a maximum opt-out contribution of the medical plan will be \$300 per month which shall constitute the maximum monthly City contribution to that employee for the opt-out bonus and all other benefits required and/or those that are optional.

Effective December 1, 2022, the City will increase the opt-out contribution by \$10 for a maximum opt-out contribution of the medical plan will be \$310 per month which shall constitute the maximum monthly City contribution to that employee for the opt-out bonus and all other benefits required and/or those that are optional.

F. State Disability Insurance (SDI)

All unit employees must participate in the State Disability Insurance (SDI) and State Family Leave (PFL) programs. The employee shall pay all costs associated with these programs.

SECTION V. Vacation:

A. Vacation Bi-weekly accruals

Years of Continuous Service	Hours of Vacation Accrued (bi-weekly)	Annual Accrual	Maximum Accrual
1 through 4 years	3.08	80 hours	160 hours
5 through 10 years	4.62	120 hours	240 hours
11 through 15 years	5.24	136 hours	272 hours
16 through 20 years	6.15	160 hours	320 hours
21 years and above	6.77	176 hours	352

B. Vacation Hours

Pursuant to Personnel Rules and Regulations, Section 502.2 (12), the maximum allowable accumulation of vacation leave shall be two (2) years of annual accrual. Employees will not accrue vacation hours in excess of this amount.

C. Vacation Buy-Back

Employees may buy back up to a maximum of 80 hours of vacation in a fiscal year, provided the employee uses an equivalent number of vacation hours as time off (i.e., one hour of vacation time off for one hour of vacation buy back) during the same fiscal year. Employees who do not use the required number of vacation hours as time off by the end of the fiscal year will not be permitted to buy back additional hours until they have used the required number of hours as time off.

D. Compensatory Time

The maximum compensatory time accrual cap is 120 hours.

E. Absent Without Pay

Employees requesting time off will not be permitted to be Absent Without Pay (AWOP) if they have eligible vacation and/or compensatory leave available, unless there are extenuating circumstances which are presented in writing and approved, in advance, by the Department Director.

SECTION VI. Sick Leave/Family Illness:

A. General Services Employees will accrue ten (10) days per year for sick leave at a rate of 3.07 per pay period upon hire and during probation. After successful completion of probation, the employee will receive credit for 3.70 hours of sick leave per pay period thereafter. The maximum accumulation of sick leave is one hundred (100) days or 800 hours. This paragraph will not reduce employees now accruing sick leave at twelve (12) days per year nor the maximum of one hundred sixty (160) days or 1280 hours by previous agreement.

Employees in the General Services Group may accrue sick hours above the established sick leave caps for the purpose of converting unused sick leave to additional service credit at the time of retirement (PERS section 20965-Credit for Unused Sick). Sick leave payoffs remain unchanged.

B. Sick Leave Conversion: Employees with five years of service with the City may substitute twenty-five percent (25%) of their annual sick leave for an equal amount of vacation time. Employees shall make such written determination in January of each year on an appropriate form provided by City. The additional vacation time may be taken as individual days or added on to an employee's vacation time, subject to approval of the employee's department head. The remaining unused sick leave shall remain in reserve for the employee's use when sick or injured. Employees will receive no percentage of this unused sick leave upon termination of employment; however, all portions not converted will be paid at a rate of twenty-five percent (25%) upon termination of employment.

C. Sick Leave Use:

Effective July 1, 2015, employees may use their accrued sick leave if they are a victim of domestic violence, sexual assault, or stalking to obtain any relief or services related to being such a victim, including but not limited to:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

D. Family Attendance

Employees may use up to one-half (1/2) of their accrued sick leave (48 hours) per year for care of an immediate family member. Family sick leave will include the following family members:

- A child who, for the purposes of this policy, includes a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

All other provisions regarding the accrual and use of family sick leave remain unchanged.

E. Bereavement Leave

Each member of the General Services Employees Group is entitled to not more than three (3) calendar days off with pay per fiscal year per family member by reason of death or an imminent death in the immediate family. For the purpose of Bereavement Leave, the following shall be included: father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law-, son-in-law, grandparents, stepparents and stepchildren.

SECTION VII. Extra Work Compensation:

A. Out of Class Compensation

City agrees to pay individuals who work in a higher classification an additional five percent (5%) added to their regular salary, provided they work in the higher classification a minimum of ten (10) days. When an employee has worked the minimum of ten consecutive days in a higher classification, the employee will be paid for all time worked including the ten days minimum period.

Should an employee work as described above for more than six (6) months, consideration will be given to reclassifying the individual to work in a position justifying extra pay differential of five percent (5%) in excess of six (6) months; however, when necessary to do so, the employee will be informed at the beginning of the job assignment.

B. Assignment to City Council, Commissions or Committees

Those employees specifically assigned to City Council, Commissions or Committees shall receive one and one-half (1½) times hourly rate per hour, with a two-hour minimum, for hours worked outside regular work schedule. This shall be in lieu of compensatory time off.

C. Information Technology Call Out

Information Technology employees who are called out after work hours will receive a minimum of two hours of pay at straight time (base pay) or at the applicable overtime rate (straight time up to 40 hours in a work week).

D. Community Services Program Coordinator After Hours

The Community Services Program Coordinator will receive ½-hour minimum of base pay for after hour calls that require resolutions to program and/or facility usage issues. This compensation is at straight time hourly rate or at the applicable overtime rate.

SECTION VIII. Holiday Schedule:

A. Holiday Schedule

The following is the holiday schedule for General Services Employees:

1. New Year's Day (January 1).
2. Martin Luther King Jr. Day (Third Monday in January).
3. Washington's Birthday (Third Monday in February).
4. Memorial Day (Fourth Monday in May).
5. Independence Day (July 4).
6. Labor Day (First Monday in September).
7. Veterans' Day (November 11).
8. Thanksgiving Day (As proclaimed by the State or Governor).
9. The day following Thanksgiving Day.
10. Christmas Day.
11. Floating Holiday either first working day before Christmas or first working day before New Year's Day).

B. Holiday Compensation

Holidays will be compensated at the same number of hours an employee works in a workday.

C. July 4th Holiday

Effective July 1, 2015, all General Services employees who are required to work the July 4th holiday will be compensated at time and one-half overtime, or be allowed to take their holiday on another day.

D. Personal Days

City and Employees Group has agreed to grant all members of Employees' Group twenty-seven (27) hours of paid time off for personal business. These days are to be at the option of the employee, with the approval of employee's department head. This approval will not unreasonably be withheld by the department head. Personal days may be taken in 1-hour increments.

New hires will not be permitted to use personal days until satisfactory completion of their probation.

SECTION IX. Clothing:

A. City agrees to reimburse employees for torn or damaged clothing for employees, who through their job duties, expose their clothing to abnormal hazards. Such reimbursement shall be determined by the employee's department head. It is intended that City replace only clothing that is normal to the position and will not be exposed to high-cost items that, in the opinion of the department head, would not normally be required of the affected position. In addition, it may be necessary to prorate the cost of clothing based on its normal wear expectancy. Said cost to be negotiated between employee and department head. Snags, runs, and other minor damage to clothing or wearing apparel are specifically excluded from this section. Further, if it is found that an employee has excessive use of this section, department heads shall report such facts to the Human Resources Director and an individual decision will be made regarding such over usage with employees' meet-and-confer team.

B. Engineering Personnel:

City will provide engineering personnel with suitable protective clothing and boots. Needed protective clothing will be determined by the City Engineer.

C. Clothing/Uniforms:

City will provide Department-approved uniform shirts to all inspector classifications, which are to be worn only when working for the City. The Department Director may authorize the purchase of replacement shirts.

SECTION X. Mileage Reimbursement:

Employees required to use their own cars in the performance of their jobs will be reimbursed at the rate of specified in salary resolution for actual miles driven.

SECTION XI. Special Programs:

It is understood that City is involved in special grant programs and that the employees involved in such programs may be represented by Employee Group. Should a full-time, regular, permanent employee be transferred to a grant program, the employee shall retain all rights and privileges provided by the personnel manual in effect.

New grant-funded employees hired on or after July 1, 2018, are not subject to Personnel Rule 307.1 Layoff and Recall; and shall not have the right to displace (bump) other non-grant funded positions in the unit. The term of the grant-funded position is linked with the term of the program.

However, should an employee voluntarily transfer to a grant program and, therefore, change his/her status to that of a grant temporary employee, he/she then shall have the rights of a grant temporary employee as defined in the personnel manual and/or grant.

SECTION XII. Employee Reduction:

By this section, City in no way gives up its management right to reduce employees or to determine the necessity of a service. However, should it become necessary for City to decrease personnel and/or costs through layoffs, or other appropriate methods, City agrees to provide General Services Group an option of a reduction in salary versus a reduction in personnel, if such an option is appropriate. Should specific grant funds or programs be discontinued or reduced, it is not intended that the above option is appropriate.

SECTION XIII. Grievance and Seniority Policies:

The Grievance Procedure and Seniority Policies are as defined in the Personnel Manual and the attached procedures ("Exhibit B" and "Exhibit C").

SECTION XIV. Public Employees' Retirement System:

The City contracts with the Public Employees' Retirement System for administration of the retirement program.

A. Retirement Formula for Miscellaneous Employees

Tier 1 – (Classic) Employees hired on or before January 13, 2012 Unit members (and not "new members as defined by the Public Employees' Pension Reform Act of 2013 - PEPR):

- 2% @ 55 formula

- Calculations based upon single highest year.

Tier 2 – “Classic” Employees hired on or after January 14, 2012 Unit members (and not "new members as defined by the Public Employees' Pension Reform Act of 2013 - PEPRA)

- 2% @ 60 formula
- Calculations based on highest three continuous years average

Tier 3 – (PEPRA) Employees hired on or after January 1, 2013 who are defined as "new members" under the PEPRA at Government Code section 7522.20(a).

- 2% @ 62 formula
- Calculations based on highest three continuous years average

B. Contributions

- 1) “Classic” PERS membership employees subject to the 2% @ 55 and 2% @60 formulas pay the seven percent (7%) member contribution.
- 2) PEPRA membership employees subject to the 2% @62 formula pay the statutorily mandated employee contribution rate of one half of the total normal cost.
- 3) Effective July 7, 2018, all Tier 1, Tier 2 and Tier 3 employees shall pay an additional one percent (1%) of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code Section 20516(f) for a total of eight percent (8%) for “Classic” Tier 1 and Tier 2 members and the statutorily mandated 50% of the normal cost plus an additional one percent (1%) for Tier 3 PEPRA members.

SECTION XV. Retirement Health Savings Plan:

The City will work with the group to establish Retiree Health Savings accounts for group employees based on plan parameters as determined by the employees and approved by the City and its plan provider to be funded by employee contributions. The authorized representatives of the General Services Employees’ Group shall provide the City with the level and type of contribution for each employee classification prior to establishment of such a plan.

SECTION XVI. Education Incentive:

Employees may request, and their department may grant, release time for the purposes of additional training and/or education in job-related areas.

SECTION XVII. Optional Work Hours:

It is agreed that individual employees in Employees' Group have the ability to alter their normal hours of work. The department head shall be the final authority in determining hours of work. No department head shall indiscriminately reject an employee's request for such optional work hours. All employees making such request should understand and give prime consideration to the department's work schedule and the department head's decision in terms of compatibility within the department.

SECTION XVIII. Work Week:

The normal workweek for employees of this group shall be from 8:00 a.m. to 5:00 p.m., with one unpaid hour for lunch or a 9/80 work schedule. Scheduled work will be Monday through Friday. These hours may be modified to meet the specific needs of individuals and/or departments. The needs of the employer shall prevail.

SECTION XIX. Work Period:

FLSA requires the employer to establish a regular work period for each employee, in the case of these employees; it shall be seven (7) consecutive days. This is currently set on an individual basis. This can be changed by the employer.

SECTION XX. Overtime:

The City follows FLSA requirements in paying overtime. Hours exceeding 40 in a work period, provided all hours are work hours, will be compensated at time and one-half for employees who are not exempt from the overtime provision. Exempt employees are not compensated for overtime. Paid leave, or any other non-work hours do not count in arriving at hours worked. Management has the option of allowing compensatory time off (at 1.5 hours per worked hour if the premiums appropriate) or pay at the appropriate rate. If a section of the MOU is in conflict with the FLSA rules, then the MOU will prevail if it is more liberal than the FLSA rules.

SECTION XXI. Workers' Compensation (Section 414, Resolution 1542):

Miscellaneous employees, while absent from work as a result on-the-job injury, shall be paid for the first three days (waiting period) by City from their accumulated sick leave to fit Labor Code, Section 4650, compensation payments to begin the fourth day of liability.

SECTION XXII. Nondiscrimination Clause:

City and Employees' group agree they shall not discriminate against any employee because of race, color, sex, age, national origin, handicap, religion, political opinions or affiliations.

SECTION XXIII. Safety Clause:

City and Employees' Group agree to comply with all federal, state and local laws of the City of La Habra and regulations which relate to occupational health and safety.

SECTION XXIV. Scope of Memorandum of Understanding:

- A. It is understood and agreed that this "Memorandum of Understanding" affects and applies only to the General Services Group and employees within the scope of its representation and City of La Habra.
- B. Separability:
In the event that any provision of this Memorandum of Understanding shall at any time be declared invalid by the legislature or any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, it being the express understanding of the parties hereto that all provisions not declared shall remain in effect.
- C. Confidential Employees:
The City and General Employees Group agree that the following positions shall be designated "confidential" and shall be restricted from representing the Association on matters within the scope of representation pursuant to Government Code Section 3507.5.
- Human Resources Secretary/Human Resources Assistant
 - Human Resources Technician
 - Payroll Technician
- D. The City and Employees Group agree to the following:
Remove Sections 301.2(9) and 303.2 (16), from the Personnel Rules and Regulations, which allow for a Skelly hearing for promotional probationary employees.
- E. City will meet and confer with the bargaining unit regarding the impacts associated with layoffs of employees in the bargaining unit. Layoff Procedures shall be according to the City's existing Personnel Rules.
- F. Association and City agree to continue coalition meet and confer to revise and clarify the City's Personnel Rules.

SECTION XXV. General Services Impasse Procedure:

In the event that the City and the General Services Unit are unable to arrive on a successor Memorandum of Understanding, the parties may agree that bargaining is at impasse. Impasse may be declared only by mutual agreement of the parties and may initiate the following procedure:

- A. Mediation by a mutually agreed upon third party. If no third party is agreeable, assistance with mediation may be sought by State of California Mediation and Conciliation service;
- B. Any suggestions of the mediator shall be advisory only and shall not be binding.
- C. The fee and expenses of the mediator, if any, shall be borne equally by the City and the General Services Unit. No other joint expenses shall be incurred except by mutual agreement of the parties.

EXECUTED this 15th day of June, 2021, in the City of La Habra, California.

CITY OF LA HABRA

LA HABRA GENERAL SERVICES EMPLOYEES' GROUP

By: Elicia Baldana

By: Cynthia Baskeri

By: Julio Carlos Lopez

By: Alfonso Noz

By: _____

EXHIBIT "A"

HOURLY BASE RATE

EFFECTIVE JULY 3, 2021 General Services Employees' Group	RANGE	START	AFTER	MERIT + ONE YEAR					
		RATE	6 MOS	-----IN PRIOR STEP-----			-----		
		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
ACCOUNT CLERK I	C25	16.112	16.918	17.763	18.652	19.584	20.563	21.592	22.671
ACCOUNT CLERK II	C55	18.684	19.619	20.600	21.629	22.711	23.847	25.039	26.291
ACCOUNT CLERK III	C85	21.886	22.980	24.129	25.336	26.603	27.933	29.330	30.796
ACCOUNTING TECHNICIAN	C90B	22.645	23.777	24.966	26.214	27.525	28.901	30.346	31.864
ADMIN AIDE I	T10	17.051	17.904	18.799	19.739	20.726	21.762	22.850	23.993
ADMIN AIDE II	T20	17.853	18.746	19.683	20.667	21.701	22.786	23.925	25.121
ADMIN AIDE III	T50E	21.741	22.828	23.970	25.168	26.427	27.748	29.135	30.592
ADMIN ANALYST I	T67	25.250	26.513	27.838	29.230	30.692	32.226	33.838	35.529
ADMIN ANALYST II	T68	26.527	27.853	29.246	30.708	32.244	33.856	35.549	37.326
ADMINISTRATIVE ASSISTANT	C90	22.645	23.777	24.966	26.214	27.525	28.901	30.346	31.864
ASSISTANT PLANNER	A50	26.105	27.410	28.781	30.220	31.731	33.317	34.983	36.732
ASSOCIATE PLANNER	A60	29.335	30.802	32.342	33.959	35.657	37.440	39.312	41.278
BUILDING INSPECTOR	T70	27.225	28.586	30.015	31.516	33.092	34.747	36.484	38.308
CASE MANAGER	T45	18.815	19.756	20.743	21.781	22.870	24.013	25.214	26.474
CIVIL ENGINEERING ASSISTANT	A70	31.556	33.134	34.790	36.530	38.356	40.274	42.288	44.402
CLERK	C-20	15.305	16.070	16.874	17.718	18.603	19.534	20.510	21.536
CLERK TYPIST	C10	16.059	16.862	17.705	18.590	19.520	20.496	21.520	22.596
CODE ENFORCEMENT INSPECTOR	T65	25.264	26.528	27.854	29.247	30.709	32.244	33.857	35.550
COMM SERVICES RECREATION COORD	T10	17.051	17.904	18.799	19.739	20.726	21.762	22.850	23.993
COMMERCIAL COMPLIANCE INSPECTOR	T75	27.758	29.146	30.604	32.134	33.740	35.427	37.199	39.059
COMMUNITY PRES INSPECTOR	T65	25.264	26.528	27.854	29.247	30.709	32.244	33.857	35.550
CURATOR OF EDUC/OUTREACH COORD	T20	17.853	18.746	19.683	20.667	21.701	22.786	23.925	25.121
EDUCATION PROGRAM COORDINATOR	T05	15.783	16.573	17.401	18.271	19.185	20.144	21.151	22.209
ENGINEERING AIDE	T50	21.741	22.828	23.970	25.168	26.427	27.748	29.135	30.592
FAMILY SERVICES ADVOCATE	C71B	18.945	19.893	20.887	21.932	23.028	24.180	25.389	26.658
FAMILY SERVICES COORDINATOR	T05A	15.885	16.680	17.514	18.389	19.309	20.274	21.288	22.352
HOUSING SPECIALIST	A60A	29.335	30.802	32.342	33.959	35.657	37.440	39.312	41.278
HUMAN RESOURCES TECHNICIAN	T60	24.045	25.248	26.510	27.836	29.227	30.689	32.223	33.834
INFORMATION TECH SPECIALIST	T50	21.741	22.828	23.970	25.168	26.427	27.748	29.135	30.592
INTERMEDIATE CLERK	C50	16.879	17.723	18.609	19.540	20.516	21.542	22.619	23.750
JR ENGINEERING AIDE	T30	17.810	18.701	19.636	20.618	21.648	22.731	23.867	25.061
MANAGEMENT ANALYST	TC01	28.961	30.409	31.929	33.526	35.202	36.962	38.810	40.751
PAYROLL TECHNICIAN	C95	22.536	23.663	24.846	26.088	27.393	28.762	30.200	31.710
PAYROLL COORDINATOR	T60B	24.045	25.248	26.510	27.836	29.227	30.689	32.223	33.834
PERMIT TECHNICIAN I	T50A	21.741	22.828	23.970	25.168	26.427	27.748	29.135	30.592
PERMIT TECHNICIAN II	T60C	24.045	25.248	26.510	27.836	29.227	30.689	32.223	33.834
PLANNING AIDE	T50	21.741	22.828	23.970	25.168	26.427	27.748	29.135	30.592
PUBLIC WORKS INSPECTOR	T75	27.758	29.146	30.604	32.134	33.740	35.427	37.199	39.059
RECREATION SPECIALIST	T05C	15.783	16.573	17.401	18.271	19.185	20.144	21.151	22.209
RECREATION AND COMMUNITY SVS COORDINATOR	T50B	21.741	22.828	23.970	25.168	26.427	27.748	29.135	30.592

SECRETARY	C80	21.644	22.727	23.863	25.056	26.309	27.624	29.006	30.456
SENIOR BUILDING INSPECTOR	A70C	31.556	33.134	34.790	36.530	38.356	40.274	42.288	44.402
SENIOR CLERK	C71	18.945	19.893	20.887	21.932	23.028	24.180	25.389	26.658
SENIOR CODE ENFORCEMENT INSP	T75	27.758	29.146	30.604	32.134	33.740	35.427	37.199	39.059
SENIOR ENGINEERING AIDE	T80	27.057	28.409	29.830	31.321	32.887	34.532	36.258	38.071
SENIOR PUBLIC WORKS SECRETARY	C90	22.645	23.777	24.966	26.214	27.525	28.901	30.346	31.864
SENIOR UTILITY CLERK	C73	19.894	20.889	21.933	23.030	24.181	25.390	26.660	27.993
SOCIAL SERVICES PROGRAM COORD	T10	17.051	17.904	18.799	19.739	20.726	21.762	22.850	23.993
SOCIAL WORKER II	T25	18.198	19.108	20.063	21.066	22.120	23.226	24.387	25.606

*CONFIDENTIAL EMPLOYEES
HUMAN RESOURCES TECHNICIAN
HUMAN RESOURCES SECRETARY/HR ASSISTANT
PAYROLL TECHNICIAN
PAYROLL COORDINATOR

EXHIBIT "A" (continued)

HOURLY BASE RATE

EFFECTIVE JANUARY 1, 2022 General Services Employees' Group	RANGE	START	AFTER	MERIT + ONE YEAR					
		RATE	6 MOS	-----IN PRIOR STEP-----					
		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
ACCOUNT CLERK I	C25	16.273	17.087	17.941	18.838	19.780	20.769	21.808	22.898
ACCOUNT CLERK II	C55	18.871	19.814	20.805	21.845	22.938	24.085	25.289	26.553
ACCOUNT CLERK III	C85	22.105	23.210	24.371	25.589	26.869	28.212	29.623	31.104
ACCOUNTING TECHNICIAN	C90B	22.871	24.015	25.216	26.477	27.800	29.190	30.650	32.182
ADMIN AIDE I	T10	17.222	18.083	18.987	19.936	20.933	21.979	23.078	24.232
ADMIN AIDE II	T20	18.032	18.933	19.880	20.874	21.917	23.013	24.164	25.372
ADMIN AIDE III	T50E	21.958	23.056	24.209	25.420	26.691	28.025	29.426	30.898
ADMIN ANALYST I	T67	25.503	26.778	28.117	29.522	30.998	32.548	34.176	35.885
ADMIN ANALYST II	T68	26.792	28.132	29.538	31.015	32.566	34.194	35.904	37.699
ADMINISTRATIVE ASSISTANT	C90	22.871	24.015	25.216	26.477	27.800	29.190	30.650	32.182
ASSISTANT PLANNER	A50	26.366	27.684	29.069	30.522	32.048	33.651	35.333	37.100
ASSOCIATE PLANNER	A60	29.628	31.110	32.665	34.299	36.013	37.814	39.705	41.690
BUILDING INSPECTOR	T70	27.497	28.872	30.316	31.832	33.423	35.094	36.849	38.691
CASE MANAGER	T45	19.003	19.953	20.951	21.999	23.098	24.253	25.466	26.739
CIVIL ENGINEERING ASSISTANT	A70	31.872	33.465	35.138	36.895	38.740	40.677	42.711	44.846
CLERK	C-20	15.458	16.231	17.043	17.895	18.789	19.729	20.715	21.751
CLERK TYPIST	C10	16.220	17.031	17.882	18.776	19.715	20.701	21.736	22.823
CODE ENFORCEMENT INSPECTOR	T65	25.517	26.792	28.132	29.539	31.016	32.566	34.195	35.904
COMM SERVICES RECREATION COORD	T10	17.222	18.083	18.987	19.936	20.933	21.979	23.078	24.232
COMMERCIAL COMPLIANCE INSPECTOR	T75	28.036	29.437	30.909	32.455	34.077	35.781	37.570	39.449
COMMUNITY PRES INSPECTOR	T65	25.517	26.792	28.132	29.539	31.016	32.566	34.195	35.904
CURATOR OF EDUC/OUTREACH COORD	T20	18.032	18.933	19.880	20.874	21.917	23.013	24.164	25.372
EDUCATION PROGRAM COORDINATOR	T05	15.941	16.738	17.575	18.454	19.376	20.345	21.362	22.430
ENGINEERING AIDE	T50	21.958	23.056	24.209	25.420	26.691	28.025	29.426	30.898
FAMILY SERVICES ADVOCATE	C71B	19.134	20.091	21.096	22.151	23.258	24.421	25.642	26.924
FAMILY SERVICES COORDINATOR	T05A	16.044	16.846	17.688	18.573	19.501	20.476	21.500	22.575
HOUSING SPECIALIST	A60A	29.628	31.110	32.665	34.299	36.013	37.814	39.705	41.690
HUMAN RESOURCES TECHNICIAN	T60	24.285	25.500	26.775	28.113	29.519	30.995	32.545	34.172
INFORMATION TECH SPECIALIST	T50	21.958	23.056	24.209	25.420	26.691	28.025	29.426	30.898
INTERMEDIATE CLERK	C50	17.048	17.900	18.795	19.735	20.722	21.758	22.846	23.988
JR ENGINEERING AIDE	T30	17.988	18.888	19.832	20.823	21.865	22.958	24.106	25.311
MANAGEMENT ANALYST	TC01	29.251	30.713	32.249	33.861	35.554	37.332	39.199	41.159
PAYROLL TECHNICIAN	C95	22.761	23.899	25.094	26.349	27.667	29.050	30.502	32.028
PAYROLL COORDINATOR	T60B	24.285	25.500	26.775	28.113	29.519	30.995	32.545	34.172
PERMIT TECHNICIAN I	T50A	21.958	23.056	24.209	25.420	26.691	28.025	29.426	30.898
PERMIT TECHNICIAN II	T60C	24.285	25.500	26.775	28.113	29.519	30.995	32.545	34.172
PLANNING AIDE	T50	21.958	23.056	24.209	25.420	26.691	28.025	29.426	30.898
PUBLIC WORKS INSPECTOR	T75	28.036	29.437	30.909	32.455	34.077	35.781	37.570	39.449
RECREATION SPECIALIST	T05C	15.941	16.738	17.575	18.454	19.376	20.345	21.362	22.430
RECREATION AND COMMUNITY SVS COORDINATOR	T50B	21.958	23.056	24.209	25.420	26.691	28.025	29.426	30.898

SECRETARY	C80	21.860	22.953	24.101	25.306	26.572	27.900	29.295	30.760
SENIOR BUILDING INSPECTOR	A70C	31.872	33.465	35.138	36.895	38.740	40.677	42.711	44.846
SENIOR CLERK	C71	19.134	20.091	21.096	22.151	23.258	24.421	25.642	26.924
SENIOR CODE ENFORCEMENT INSP	T75	28.036	29.437	30.909	32.455	34.077	35.781	37.570	39.449
SENIOR ENGINEERING AIDE	T80	27.328	28.694	30.129	31.635	33.217	34.878	36.622	38.453
SENIOR PUBLIC WORKS SECRETARY	C90	22.871	24.015	25.216	26.477	27.800	29.190	30.650	32.182
SENIOR UTILITY CLERK	C73	20.093	21.098	22.152	23.260	24.423	25.644	26.926	28.273
SOCIAL SERVICES PROGRAM COORD	T10	17.222	18.083	18.987	19.936	20.933	21.979	23.078	24.232
SOCIAL WORKER II	T25	18.380	19.299	20.264	21.277	22.341	23.458	24.631	25.862

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HUMAN RESOURCES TECHNICIAN
HUMAN RESOURCES SECRETARY/HR ASSISTANT
PAYROLL TECHNICIAN
PAYROLL COORDINATOR

EXHIBIT "A" (continued)

HOURLY BASE RATE

EFFECTIVE JULY 2, 2022 General Services Employees' Group	RANGE	START	AFTER	MERIT + ONE YEAR					
		RATE	6 MOS	-----IN PRIOR STEP-----					
		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
ACCOUNT CLERK I	C25	17.428	18.300	19.215	20.176	21.184	22.244	23.356	24.523
ACCOUNT CLERK II	C55	20.211	21.221	22.282	23.397	24.566	25.795	27.084	28.439
ACCOUNT CLERK III	C85	23.674	24.858	26.101	27.406	28.776	30.215	31.726	33.312
ACCOUNTING TECHNICIAN	C90B	24.495	25.720	27.006	28.356	29.774	31.262	32.825	34.467
ADMIN AIDE I	T10	18.445	19.367	20.335	21.352	22.420	23.541	24.718	25.954
ADMIN AIDE II	T20	19.312	20.278	21.292	22.356	23.474	24.648	25.880	27.174
ADMIN AIDE III	T50E	23.517	24.693	25.928	27.224	28.585	30.014	31.515	33.091
ADMIN ANALYST I	T67	27.314	28.679	30.113	31.619	33.200	34.860	36.603	38.433
ADMIN ANALYST II	T68	28.694	30.129	31.635	33.217	34.878	36.622	38.453	40.376
ADMINISTRATIVE ASSISTANT	C90	24.495	25.720	27.006	28.356	29.774	31.262	32.825	34.467
ASSISTANT PLANNER	A50	28.238	29.650	31.132	32.689	34.323	36.040	37.842	39.734
ASSOCIATE PLANNER	A60	31.732	33.318	34.984	36.733	38.570	40.498	42.523	44.650
BUILDING INSPECTOR	T70	29.449	30.922	32.468	34.091	35.796	37.586	39.465	41.438
CASE MANAGER	T45	20.352	21.370	22.438	23.560	24.738	25.975	27.274	28.638
CIVIL ENGINEERING ASSISTANT	A70	34.135	35.842	37.634	39.515	41.491	43.566	45.744	48.031
CLERK	C-20	16.556	17.383	18.252	19.165	20.123	21.130	22.186	23.295
CLERK TYPIST	C10	17.372	18.240	19.152	20.110	21.115	22.171	23.280	24.444
CODE ENFORCEMENT INSPECTOR	T65	27.329	28.695	30.130	31.636	33.218	34.879	36.623	38.454
COMM SERVICES RECREATION COORD	T10	18.445	19.367	20.335	21.352	22.420	23.541	24.718	25.954
COMMERCIAL COMPLIANCE INSPECTOR	T75	30.027	31.528	33.104	34.759	36.497	38.322	40.238	42.250
COMMUNITY PRES INSPECTOR	T65	27.329	28.695	30.130	31.636	33.218	34.879	36.623	38.454
CURATOR OF EDUC/OUTREACH COORD	T20	19.312	20.278	21.292	22.356	23.474	24.648	25.880	27.174
EDUCATION PROGRAM COORDINATOR	T05	17.073	17.926	18.823	19.764	20.752	21.790	22.879	24.023
ENGINEERING AIDE	T50	23.517	24.693	25.928	27.224	28.585	30.014	31.515	33.091
FAMILY SERVICES ADVOCATE	C71B	20.493	21.517	22.593	23.723	24.909	26.154	27.462	28.835
FAMILY SERVICES COORDINATOR	T05A	17.183	18.042	18.944	19.892	20.886	21.931	23.027	24.178
HOUSING SPECIALIST	A60A	31.732	33.318	34.984	36.733	38.570	40.498	42.523	44.650
HUMAN RESOURCES TECHNICIAN	T60	26.009	27.310	28.675	30.109	31.614	33.195	34.855	36.598
INFORMATION TECH SPECIALIST	T50	23.517	24.693	25.928	27.224	28.585	30.014	31.515	33.091
INTERMEDIATE CLERK	C50	18.258	19.171	20.130	21.136	22.193	23.303	24.468	25.691
JR ENGINEERING AIDE	T30	19.265	20.228	21.240	22.302	23.417	24.588	25.817	27.108
MANAGEMENT ANALYST	TC01	31.328	32.894	34.539	36.266	38.079	39.983	41.982	44.081
PAYROLL TECHNICIAN	C95	24.377	25.596	26.876	28.219	29.630	31.112	32.668	34.301
PAYROLL COORDINATOR	T60B	26.009	27.310	28.675	30.109	31.614	33.195	34.855	36.598
PERMIT TECHNICIAN I	T50A	23.517	24.693	25.928	27.224	28.585	30.014	31.515	33.091
PERMIT TECHNICIAN II	T60C	26.009	27.310	28.675	30.109	31.614	33.195	34.855	36.598
PLANNING AIDE	T50	23.517	24.693	25.928	27.224	28.585	30.014	31.515	33.091
PUBLIC WORKS INSPECTOR	T75	30.023	31.525	33.101	34.756	36.494	38.318	40.234	42.246
RECREATION SPECIALIST	T05C	17.073	17.926	18.823	19.764	20.752	21.790	22.879	24.023
RECREATION AND COMMUNITY SVS COORDINATOR	T50B	23.517	24.693	25.928	27.224	28.585	30.014	31.515	33.091

SECRETARY	C80	23.412	24.583	25.812	27.102	28.458	29.880	31.374	32.943
SENIOR BUILDING INSPECTOR	A70C	34.135	35.842	37.634	39.515	41.491	43.566	45.744	48.031
SENIOR CLERK	C71	20.493	21.517	22.593	23.723	24.909	26.154	27.462	28.835
SENIOR CODE ENFORCEMENT INSP	T75	30.023	31.525	33.101	34.756	36.494	38.318	40.234	42.246
SENIOR ENGINEERING AIDE	T80	29.268	30.732	32.268	33.882	35.576	37.355	39.222	41.183
SENIOR PUBLIC WORKS SECRETARY	C90	24.495	25.720	27.006	28.356	29.774	31.262	32.825	34.467
SENIOR UTILITY CLERK	C73	21.520	22.596	23.725	24.912	26.157	27.465	28.838	30.280
SOCIAL SERVICES PROGRAM COORD	T10	18.445	19.367	20.335	21.352	22.420	23.541	24.718	25.954
SOCIAL WORKER II	T25	19.685	20.669	21.703	22.788	23.927	25.124	26.380	27.699

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 HUMAN RESOURCES SECRETARY/HR ASSISTANT
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 PAYROLL COORDINATOR

Exhibit "B"

GRIEVANCE PROCEDURE

A. GENERAL

It is desirable for any variation in the orderly conduct of City employment to be settled expeditiously. Supervision includes the responsibility for problem solving and as such whenever possible any dispute concerning working conditions should be resolved at the operating level. However, it may become necessary for employees to have a formal procedure for airing an issue or grievance beyond the level of first line supervision.

1. An Employee in the competitive service of their representative may present a grievance to the City with respect to an issue or dispute concerning the interpretation or application of an M. O. U., a resolution, ordinance, rules and/or regulations governing employment relations; or of the practical consequences of City rights decisions with respect to wages, hours or conditions of employment.
2. If a grievance is filed, it must bear the signature of at least (1) employee who has been grieved, or who represents a grieved class. In addition, it will contain the following information.
 - a. Action being grieved
 - b. Date of occurrence
 - c. Basis of grievance (specific violation)
 - d. Remedy sought
3. The grievance procedure, except as otherwise set forth, shall not apply to the "Meet and Confer" process. No employee shall be interfered with intimidated, restrained, coerced or discriminated against by the City because of the exercise of grievance rights.
4. A grievance must be filed within five (5) working days of the time grievant knew, or in the exercise of reasonable diligence should have known, of the event giving rise to the grievance. Failure to process a timely grievance shall act as a bar to the claim alleged. The issue of timeliness shall constitute an appropriate issue for determination by the Hearing Officer. In the event the Hearing Officer determined that a grievance was submitted in an untimely manner, the Hearing Officer shall not consider the matter. The time limits specified at any step in this procedure may be extended in any specific action by mutual agreement of the parties.

5. Grievances pertaining to suspension, or discharges, and grievances which allege an effect upon employees of more than one (1) unit or division shall be filed at the Step 2 level. All other grievance shall be filed at Step 1.
6. The City shall provide forms and/or documents to be utilized under this procedure.
7. Employer grievances shall be filed with the employee association/union at Step 3.
8. Appeals to higher steps will be made by the dissatisfied party in writing stating reason for appeal.

B. STEPS OF GRIEVANCE PROCEDURE

STEP 1 The grievance shall be presented to the employee's First Level Supervisor in a timely manner (5 days) in writing on an appropriate form. The First Level Supervisor shall discuss the matter with the grievant as soon as practicable, but no later than three working days after submission. Every effort should be made to settle the grievance at this level. The grievance shall be answered and a copy forwarded to the Personnel Administrator by the Department Head with the basis of settlement, if any, noted and acknowledged as to the satisfaction of the grievant within three (3) working days of original submission of the grievance.

STEP 2 If the grievance is not settled at Step 1, which shall be noted on the grievance, it shall be presented to the Department Head, within three (3) working days after completing Step 1. The Department Head may direct the First Level Supervisor to discuss the matter again with the grievant, and/or will arrange for a grievance meeting. Such grievance meeting shall take place as soon as practicable, but in no event later than five (5) working days from the date of receipt by the Department Head. The Department Head shall file a written answer to the grievant in person, or via certified U.S. mail no later than three (3) working days after such meeting with copy to Personnel Officer.

STEP 3 If the grievance is not settled in Step 2, it shall be presented to the City Manager or his designee within three (3) working days after completion of Step 2, and the City Manager or designee shall meet with the grievant within three (3) working days after presentation to the City Manager.

STEP 4 If the grievance is not resolved in Step 3, either party to the dispute may submit a request, through the City Manager, to initiate hearings (2) in accordance with procedure contained in this section. The request shall be submitted in writing within ten (10) calendar days after completion of Step 3, with a copy served by certified mail upon either party.

C. PROCEDURES FOR STEP 4 – THIRD PARTY HEARING

1. The City Manager or his designee and the employee's representative shall request a panel of 5 hearing officers from the California Mediation and Conciliation Service. A single hearing officer will be selected from this panel by means of alternate striking off. Other methods of determining a hearing officer are acceptable if mutually agreeable.
2. All expenses and compensation of the hearing officer shall be shared equally by the parties after approval of City Council.
3. The hearing officer shall commence the hearing as soon as practicable.
4. Each party to the dispute shall have an opportunity to present material and relevant evidence and to subpoena and cross examine witnesses.
5. When the hearing officer ascertains that the hearing has been completed, he shall issue a report to the City Manager of findings and recommendations as soon as possible (30 days maximum). All recommendations shall be advisory.
6. The hearing officer shall not have the power to add, to modify, amend or delete any terms or provisions of M.O.U.'s rules, regulations, ordinances or resolutions.
7. The City Manager shall make final determination and communicate such determination to the grievant (or their representative) and to the Department Head.

Exhibit "C"

LAYOFF

The appointing authority may layoff an employee in the competitive service because of material change in duties or organization or shortage of work or funds. Fourteen (14) calendar days prior to the effective date of layoff, the appointing authority shall notify the Personnel Administrator and the affected employee of the intended action with reasons therefore. Those designated "layoff" shall have their names placed on the appropriate reemployment lists for all classes which, in the opinion of the Personnel Administrator, require basically the same qualifications, duties and responsibilities of those of the class from which the layoff was made.

Seniority within the job classification shall be observed in effecting a layoff and the order of layoff shall be in reverse order of cumulative time served in the job classification upon the effective date of the layoff. An employee laid off may request in lieu of layoff a reduction to the next lower job classification in which he/she previously held permanent status in which instance he/she would retain the seniority of the time served in such classification and higher classification from which he/she was laid off. Classification seniority is city wide.

When circumstances are such that the city is hiring individuals for positions in classes which have reemployment lists, and when the city actually hires from such lists, the city shall hire in the reverse order of layoffs individuals who are qualified for such positions. Individuals so hired are not reinstated employees, but such hiring shall be considered reemployment.